

WESTCHESTER FIRE INSURANCE COMPANY

Date: September 4, 2013

Certified Mail: 7011 3500 0001 6133 6742

Obligee:

US Nuclear Regulatory Commission
NRC Region I
2100 Renaissance Blvd., Suite 100
King of Prussia, PA 19406-2713

RECRG1 09 09 '13 AM 08:10

Br. 2

SMB-151
04000791

Re: Payment Bond [REDACTED] for a facility license
Issued to United Technologies Corporation, Pratt & Whitney

NOTICE OF CANCELLATION

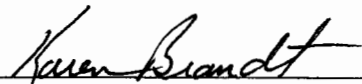
Bond Type: Miscellaneous

Bond Amount: \$225,000.00

We hereby cancel our Bond [REDACTED] issued to United Technologies Corporation, Pratt & Whitney in accordance with the terms and conditions of the Bond or Policy.

You will, therefore, please take notice that as of 12:01 a.m., Standard time on the 8th day of December 2013, the said bond will terminate and cease to be in force *unless sooner terminated by you*. Thank you for your assistance.

Westchester Fire Insurance Company
Surety

By 
Karen Brandt, Attorney-In-fact

Cc:

Producer (via email):
AON Risk Services Northeast Inc.
Attn: Annette Leuschner
annette.leuschner@aon.com
212-479-3726

Principal (via certified mail):
7011 3500 0001 6133 6759
United Technologies Corp/Pratt & Whitney
400 Main Street, MS 133-66
East Hartford, CT 06108

ACE Surety Underwriting Services
436 Walnut Street, WA10H
Philadelphia, PA 19106-3703
(800) 392-3770

581685
NMSS/RGN1 MATERIALS-002

4.5 RECOMMENDED WORDING FOR PAYMENT SURETY BOND

PAYMENT SURETY BOND

Date bond executed: June 1, 2005

Effective date: May 2, 2005

Principal: United Technologies Corporation
Pratt & Whitney
400 Main Street, MS 133-66
East Hartford, CT 06108

Type of organization: Corporation

State of incorporation: _____ (if applicable)


NRC license number, name and address of facility, and amount(s) for decommissioning activity guaranteed by this bond: _____

Surety (ies) Westchester Fire Insurance Company
140 Broadway, New York, NY 10005

Type of organization: Corporation

State of incorporation: New York (if applicable)

Surety's qualification in jurisdiction where licensed facility(ies) is (are located)

Surety's bond number: 

Total penal sum of bond: \$225,000.00

Know all persons by these presents, That we, the Principal and Surety(ies) hereto, are firmly bound to the U.S. Nuclear Regulatory Commission (hereinafter called NRC), in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety; but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

WHEREAS, the U.S. Nuclear Regulatory Commission, an agency of the U.S. Government, pursuant to the Atomic Energy Act of 1954, as amended, and the Energy Reorganization Act of 1974, has promulgated regulations in Title 10, Chapter I of the Code of Federal Regulations, Part [30, 40, 70, or 72], applicable to the Principal, which require that a license holder or an

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NONNEGOTIABLE

4.5 Payment Surety Bond (Continued)

applicant for a facility license provide financial assurance that funds will be available when needed for facility decommissioning;

NOW, THEREFORE, the conditions of the obligations are such that if the Principal shall faithfully, before the beginning of decommissioning of each facility identified above, fund the standby trust fund in the amount(s) identified above for the facility;

Or, if the Principal shall fund the standby trust fund in such amount(s) after an order to begin facility decommissioning is issued by "the NRC" or a U.S. district court or other court of competent jurisdiction;

Or, if the Principal shall provide alternative financial assurance and obtain the written approval of the "NRC" of such assurance, within 30 days after the date of notice of cancellation from the Surety(ies) is received by both the Principal and the "NRC" then this obligation shall be null and void; otherwise it is to remain in full and effect.

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above. Upon notification by the "NRC" that the Principal has failed to perform as guaranteed by this bond, the Surety(ies) shall place funds in the amount guaranteed for the facility(ies) into the standby trust fund.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal and to the "NRC" provided, however, that cancellation shall not occur during the 90 days beginning on the date of receipt of the notice of cancellation by both the Principal and the "NRC", as evidenced by the return receipts.

The Principal may terminate this bond by sending written notice to the "NRC" and the Surety(ies) 90 days prior to the proposed date of termination, provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond from the "NRC"

The Principal and Surety(ies) hereby agree to adjust the penal sum of the bond yearly so that it guarantees a new amount, provided that the

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penal sum does not increase by more than 20 percent in any one year, and no decrease in the penal sum takes place without the written permission of the "NRC".

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4.5 Payment Surety Bond (Continued)

If any part of this agreement is invalid, it shall not affect the remaining provisions which will remain valid and enforceable.

In Witness Whereof, the Principal and Surety(ies) have executed this financial guarantee bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies).

Principal

United Technologies Corporation
Pratt & Whitney

Name(s)

Title(s)

[Corporate Seal]

Corporate Surety(ies)
Westchester Fire Insurance Company

State of incorporated: New York

Liability Limit: \$47,617,000

By: _____
Yvonne Olmeda, Attorney-in-Fact

[Corporate Seal]

[For every co-surety, provide signature(s), corporate seal, and other information in the same manner as for Surety(ies) above.]

Bond premium: \$1,688.00

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This is to acknowledge the receipt of your letter/application dated

9/4/13, and to inform you that the initial processing which includes an administrative review has been performed.

Financial Assurance (SMB-151/04000791)
There were no administrative omissions. Your application was assigned to a technical reviewer. Please note that the technical review may identify additional omissions or require additional information.

Please provide to this office within 30 days of your receipt of this card

A copy of your action has been forwarded to our License Fee & Accounts Receivable Branch, who will contact you separately if there is a fee issue involved.

Your action has been assigned **Mail Control Number** 581685.
When calling to inquire about this action, please refer to this control number.
You may call us on (610) 337-5398, or 337-5260.

NRC FORM 532 (RI)
(6-96)

Sincerely,
Licensing Assistance Team Leader